



# City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council  
City of Norfolk, Virginia

April 12, 2016

From: David S. Freeman, AICP  
Director of General Services

**Subject:** Renewal of Lease Agreement  
with the Girl Scout Council of the  
Colonial Coast and the City of Norfolk

Reviewed: Sabrina Joy Hogg  
Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward:** 1/6

Approved: Marcus D. Jones  
Marcus D. Jones, City Manager

**Item Number:** **PH-4**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Girl Scout Council of the Colonial Coast  
8420 Granby St. ("Camp Apasus")  
Norfolk, VA

III. **Description:**  
This agenda item is an ordinance to approve a renewal of lease agreement between the Girl Scout Council of the Colonial Coast (the "GSCCC") and the City of Norfolk (the "city") for the city-owned property at 8420 Granby Street known as Camp Apasus.

IV. **Analysis**  
This agreement will permit the GSCCC, as well as non-profit, civic, and governmental groups, to continue in the utilization of the grounds of Camp Apasus for outdoor and recreational activities. Maintenance of the grounds, and any city approved improvements thereto, are and have been executed by the GSCCC. Camp Apasus has been used as such by the GSCCC for over 25 years, and it is the intent of the GSCCC to continue accordingly.

V. **Financial Impact**

Rent for Camp Apasus	5 year term: \$2,100 per year / \$175 per month
Liability insurance for GSCCC	The city has been named as an additional insured in the amount of \$1,000,000 per occurrence; therefore, there should be no financial risk to the city

**VI. Environmental**

There are no known environmental issues associated with this property.

**VII. Community Outreach/Notification**

N/A

**VIII. Board/Commission Action**

N/A

**IX. Coordination/Outreach**

This letter and ordinance have been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

**Supporting Material from the City Attorney's Office:**

- Ordinance
- Proposed Lease Agreement
- Exhibit A – Location of Pool at Camp Apasus
- Exhibit B – Camp Apasus Swimming Pool Regulations
- Aerial Image of Camp Apasus

Form and Correctness Approved:

By

Office of the City Attorney

Contents Approved:

By

DEPT. General Services

NORFOLK, VIRGINIA

## ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE GIRL SCOUT COUNCIL OF COLONIAL COAST FOR THE LEASE OF THE LAND, BUILDINGS AND IMPROVEMENTS ON CITY PROPERTY LOCATED AT 8420 GRANBY STREET.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and provisions of a Lease Agreement, a copy of which is attached hereto as Exhibit A, between the City of Norfolk ("City") and Girl Scout Council of Colonial Coast ("GSCCC"), whereby the City leases to GSCCC a lot, tract, piece or parcel of land with the buildings and improvements thereon, located at 8420 Granby Street, as shown on Exhibit B attached hereto, for use as a Girl Scout Camp known as Camp Apasus.

Section 2:- That the term shall begin on April 1, 2016 and end on March 31, 2021.

Section 3:- That the City Manager and other proper officers of the City are authorized to do all things necessary and property to execute the Lease for and on behalf of the City.

Section 4:- That the City Manager is further authorized to correct, amend or revise the Lease Agreement as he may deem advisable in order to carry out the intent of City Council.

Section 5:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.



## EXHIBIT A TO ORDINANCE

### LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia (the "Lessor") and **GIRL SCOUT COUNCIL OF COLONIAL COAST**, a Virginia corporation (the "Lessee"), whose address is 912 Cedar Road, Chesapeake, Virginia 23320.

### WITNESSETH:

Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, to be paid, kept and performed by Lessee, has demised and leased and does hereby demise and lease unto Lessee, and Lessee does hereby lease from Lessor, the property owned by the Lessor known as Camp Apasus, located at 8420 Granby Street, Norfolk, Virginia (the "Premises"). The Premises consists of all that certain lot, tract, piece or parcel of land, with the buildings and improvements thereon, outlined on the attached sketch marked Exhibit A.

1. **Term of Lease.** Lessor leases to Lessee, and Lessor leases from Lessor, the Premises for a term of five (5) years (the "Term") to commence April 1, 2016, or upon the effective date of any authorizing ordinance, whichever shall last occur (the "Commencement Date"), and to end on the last day of March, 2021 (the "Termination Date"), subject to the provisions herein contained.

2. **Use.** Lessee covenants and agrees to use and occupy the Premises as a Girl Scout Camp and for no other purpose. The Girl Scout Camp shall be used by Lessee to offer to its scouts and other groups (including the Boy Scouts, non-profit, civic, governmental and school organizations) the opportunity to host and enjoy outdoor and recreational activities that include (among other things) camping, hiking, canoeing, kayaking, archery, swimming and other outdoor skills training.

Lessee shall have the right to erect and operate an above ground pool at the location shown on Exhibit A. This pool is to be secured and surrounded by an 8' high fence. The pool will be operated under the guidelines listed on Exhibit B. The pool is to be inspected by the Public Health Department prior to operation.

Lessee shall not use, or permit to be used, the roof of any structure on the Premises.

3. **Rent, Manner of Payment and Remedies of Lessor.** Lessee agrees to pay Lessor rent during the Term in the amount of Two Thousand One Hundred and 0/100 Dollars (\$2,100.00) for each year, payable in advance, as follows: Payment shall be made by Lessee to Lessor, without formal demand, at the rate of One Hundred Seventy-Five and 00/100 Dollars (\$175.00) per month on or before April 1, 2016 and shall continue to be paid on the 1<sup>st</sup> day of each month thereafter, including payments to be made for any agreed extensions. Rent should be made payable to the City Treasurer and mailed to the Office of Real Estate, 232 E. Main Street, Suite 250, Norfolk, Virginia 23510.

Lessee will, without any previous demand therefore, pay the rent at the time and in the manner above provided, and in case of non-payment of said rent, or in case the Premises shall be deserted or vacated, Lessor shall have the right to enter the same at once either by force or otherwise, without being liable to any prosecution therefore, and to distrain for rent, and also to re-let the Premises as agent of Lessee for any unexpired balance of the term and receive the rent therefore. Lessee also agrees that all property on the Premises and for thirty (30) days after removal shall be liable to distress for rent, and waives the benefit of all laws exempting any of its property from levy and sale either on distress for said rent or on judgment obtained in a suit therefore.

4. **Rent in Arrears and Remedies.** It is further agreed, that if said rent in whole or in part shall at any time be in arrears and unpaid, said Lessor or its agent may distrain or sue therefore; and if Lessee shall fail to comply with any of the conditions of this lease, or notice given under the terms hereof, then Lessor may, at its option, re-enter the Premises without further notice or process of law, and such re-entry shall, at the option of Lessor, constitute a termination of this lease. No such termination of this lease, however, nor recovering possession of the Premises, shall deprive Lessor of any other action or remedy against Lessee for possession, for rent or for damages.

5. **Breach of Agreement.** If Lessee shall breach any covenant or agreement herein contained on its part to be kept and performed, said Lessor and/or assigns may re-enter the Premises and repossess and enjoy the same as if Lessor's former estate therein; but before any such re-entry shall be made by Lessor or assigns by reason of any such default or breach, Lessor shall notify Lessee in writing of said default or breach (said notice to be delivered as hereinafter provided in paragraph twelve or served on Lessee by an officer) specifying the default or breach and demanding that it be remedied; and the right of re-entry shall not occur unless Lessee shall have failed to remedy the specified default or breach within 10 days after receipt of said notice.

6. **No Assignment or Subletting.** Lessee shall not, without the written consent of Lessor first endorsed on this lease, use or allow the Premises to be used for any purpose other than as previously stated. Lessee shall not assign this lease for the whole or any part of the term, nor shall lessee sublease or underlet the whole or any part of said Premises. Further, Lessee shall not allow or permit the Premises or any part thereof to be occupied by any person(s) or group, other than Lessee, for any time greater than seven (7) consecutive days, without prior written consent from Lessor.



Any unlawful levy or sale or execution or other legal process, and also any assignment, or sale, in bankruptcy, or insolvency, or under any compulsory procedure shall be deemed an assignment within the meaning of this lease. Any failure by Lessor to insist upon strict observance on the part of Lessee of any covenant in this paragraph contained, whether or not Lessor shall have knowledge of the breach thereof, shall not be deemed a waiver of Lessor's right at any time during the term hereof to insist upon such strict observance during the remainder of the term.

7.     **Repairs and Upkeep of Property.** Lessee agrees to do, at its own expense, such improvements, repairs and upkeep to the Premises during the term of this lease as it desires for its convenience and comfort, provided the same are first approved by the City Manager or Acting City Manager of Lessor. Lessee agrees to keep the plumbing, sewerage, heating and lighting fixtures in good order.

8.     **Improvements and Fixtures.** Lessee agrees to permit Lessor or its agents to enter the property to make emergency repairs and it is also understood as a part of this lease that any repairs or alterations which may be made by Lessor at the request or by permission of Lessee, during this lease or any renewals or continuance of the same, are to be construed as done by Lessor only for the preservation or improvement of the Premises. No matter how often, nor for what purpose they may be done, they are not to be taken as indicating the existence of any agreement, implied or otherwise, that it shall be the duty of the Lessor to do such things, nor any similar, nor other things in connection with the leased property, no matter how long this lease may be continued, nor how often such things may arise.

9.     **Alterations or Additions.** Lessee will, during the term, keep and at the expiration thereof deliver the Premises in as good order and condition as the same now are, reasonable wear and tear and damaged by accident, fire or storm alone excepted. Lessee shall not

make any alterations or additions without Lessor's written consent, endorsed on this lease, and all alterations, additions or improvements made by either of the parties thereto upon the Premises, except movable furniture put in at the expense of Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the Premises at the termination of this lease.

**10. Liability.** Lessee will not hold Lessor responsible for any damage to the Lessee's property. Lessee agrees to assume all risks of every kind, whether relating to property or person, in connection with its occupancy of the Premises, whether the same arise from defects latent or patent in connection with the building, or other parts of the Premises and whether or not the same were known by the Lessor at the time of making this lease and were not disclosed by Lessor at that time, or any subsequent time.

**11. Damages to Premises.** Lessee agrees that it will not damage, injure or disfigure the Premises, nor any part thereof, in any way, nor will Lessee allow the same to be done. Lessee will be responsible for the breakage of all glass in the Premises, and agrees to replace the same without delay, regardless of how the same was broken.

If, during the term, the Premises or any part thereof shall be damaged by fire, storm or other casualty, Lessor shall not be obligated to repair or rebuild the same, and if the Premises become untenable, due to fire, storm or other casualty, this lease shall immediately terminate, provided always that there shall be no cessation of rent if the damages shall have been the result of the negligence, default, or willful act of Lessee or its agents or employees.

**12. Wetlands.** Lessee covenants that it will not disturb, nor permit others under its control to disturb, the wetlands which abut the Premises without having first obtained each and every permit required by federal, state and local government statutes, ordinances or regulations.



13. **Fire Hazard.** Lessee covenants that it will do and/or will permit to be done no act which will increase the fire hazard or rate of fire insurance on the Premises, or any property thereon, that it will obey all State and municipal laws and regulations relating to fire hazards, fire protection and sanitation, and that it will not commit a nuisance on the Premises.

14. **ENVIRONMENTAL.**

(a) For purposes of this section:

(i) "Hazardous Substances" include any pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Resource and Conservation Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA") or any other federal, state or local environmental law, ordinance, rule or regulation.

(ii) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, disposing, or dumping.

(iii) "Notice" means any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from any authority of the Commonwealth of Virginia, the United States Environmental Protection Agency (USEPA) or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the Commonwealth of Virginia, or into waters outside the jurisdiction of the Commonwealth of Virginia or into the "environment," as such terms are defined in CERCLA. "Notice" shall include the imposition of any lien on any real property, personal property or revenues of the Lessee, including but not limited to the Lessee's, interest in the Premises or any of the Lessee's property

located thereon, or any violation of federal, state or local environmental laws, ordinances, rules, regulations, governmental actions, orders or permits, or any knowledge, after due inquiry and investigation, or any facts which could give rise to any of the above.

(b) To the extent that Lessee may be permitted under applicable law to use the Premises for the generating, manufacture, refining, transporting, treatment, storage, handling, disposal, transfer or processing of Hazardous Substances, solid wastes or other dangerous or toxic substances, Lessee shall insure that said use shall be conducted at all times strictly in accordance with applicable statutes, ordinances and governmental rules and regulations. Lessee shall not cause or permit, because of any intentional or unintentional act or omission, a Release of Hazardous Substances on the Premises. If any such intentional or unintentional act or omission causes a Release of Hazardous Substance on the Premises, Lessee shall promptly clean up and remediate such Release in accordance with the applicable federal, state and local regulations and to the reasonable satisfaction of Lessor.

(c) Lessee shall comply with all applicable federal, state, and local environmental laws, ordinances, rules and regulations, and shall obtain and comply with all permits required thereunder, any successor, or new environmental laws. Upon the receipt of any Notice, Lessee shall notify Lessor promptly in writing, detailing all relevant facts and circumstances relating to the Notice.

(d) The requirements of this section shall apply to any successor in interest to Lessee, whether due to merger, sale of assets or other business combination or change of control.

(e) Lessee hereby agrees to defend (with counsel satisfactory to Lessor) and indemnify and hold Lessor harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable cleanup costs and attorney's fees

arising under this indemnity) which may arise directly or indirectly from any use or Release of Hazardous Substances on the Premises and losses and claims against Lessor resulting from Lessee's failure to comply strictly with the provisions of this section. The provisions of this section shall survive the termination of this permission granted by this Agreement.

**15. Expiration of Lease and Term Hereof.** Either party hereto may terminate this lease at any time by giving the other party written notice of at least 90 days prior thereto. Lessor reserves the right to mail by ordinary mail said notice to terminate lease, or to deliver said notice to Lessee. Lessee accepts these conditions as the legal means to cancel lease. But in default of such notice, this lease shall continue upon the same terms and conditions as are herein contained for a further period of 90 days and so on from month to month until terminated by either party hereto, giving to the other at least 90 days notice for removal prior to the expiration of the current term, provided, however, that if Lessor shall have given at least 90 days notice in writing previous to the expiration of said term (or any extension or renewal thereof as above) of its intention to change the terms or conditions of this lease, and Lessee shall hold over into another term, it shall be considered a Lessee under the terms and conditions mentioned in such notice for another similar term and until the lease is again terminated by notice as herein above provided.

**16. Examination of, Showing Premises, To Let and For Sale Signs.** Lessee agrees to allow Lessor or its representatives or prospective purchasers, at any reasonable hour to enter the said Premises for the purpose of inspecting the same, for making any repairs that they may deem necessary or desirable, or for showing the Premises to any parties; and 60 days preceding the expiration of said term, will allow the usual notice of "For Lease" or "For Rent" to be placed on the entry road of the Premises, and at any time during the term a like notice of "For Sale", and remain thereon without hindrance or molestation.



17. **Lease Representation.** That to secure this lease, Lessee represents that Lessee is of good moral character and not engaged in any illegal or immoral business, the untruth of which shall be grounds for terminating this lease, as shall also engaging in or permitting any unlawful business whatever on said premises.

18. **Water, Sewer Charges and Leasehold Taxes.** Lessee shall pay all charges lawfully assessed or imposed during the said term upon the Premises for water and sewerage disposal charges, and if not so paid Lessor may, if it so elects, pay the same, and the amount so paid shall be considered as additional rent of the Premises and payable forthwith.

Lessee shall pay any leasehold taxes assessed or imposed on the Property pursuant to the lease of the subject property by Lessee.

19. **Garbage and Trash Disposal and Ordinances.** Lessee hereby agrees to pay all charges lawfully assessed or imposed during the said term upon the Premises and in conformance with the Ordinances of the City of Norfolk as it relates to the disposal of garbage and trash as they are presently constituted or as they may be hereafter amended. Lessee assumes full responsibility for failure to conform and Lessee covenants that it will, during the term hereof, comply with all federal, state and local laws and ordinances relating to the Premises or to the use thereof or to the business conducted therein. If any such garbage and/or trash disposal charges are not so paid, Lessor may, if it so elects, pay the same, and the amount so paid shall be considered as additional rent of the Premises and payable forthwith.

20. **Heirs, Executors, Etc., Bound.** All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors, and so far as same is assignable by the terms hereof, to the assignees of such parties.

21. **Nuisance.** Lessee covenants that it will not allow the Premises to be used for any illegal or immoral purpose, and that it will not do, or suffer to be done, in or about the

Premises any act or thing which may be a nuisance, annoyance, inconvenience or damage to Lessor, Lessor's tenants, the occupants of adjoining property, or the neighborhood.

22. **Wrecked Vehicles.** Lessee shall not place, store, or permit to be placed or stored, on the Premises, or ways adjoining the Premises, any damaged, wrecked or junked automobile, truck or vehicle of any type.

23. **Neat and Sanitary.** Lessee shall keep the Premises in a neat and sanitary condition at all times.

24. **Driveway Access and Sign.** Lessee shall design, construct and maintain all driveway entrances to the Premises in accordance with plans and specifications approved by the Lessor's Director of Public Works. Lessee shall also, during the term hereof, have the right to use in connection with others therein entitled, for the purpose of ingress and egress from the Premises, that certain access road, a portion of which is unimproved, which is shown on Exhibit A. Lessee shall have the additional right to maintain on the adjoining property of Lessor at the site marked "sign" shown on Exhibit A, said sign designating the site as Camp Apasus, provided, however, that Lessee shall have first obtained approval of the format of said sign from the Lessor's Director of Recreation, Parks and Open Space.

25. **Insurance.** Lessee shall maintain Commercial General Liability Insurance (CGL) with a limit of not less than \$1,000,000 each occurrence. CGL insurance shall be written on an occurrence form and shall cover liability arising from the Premises, operations, independent contractors, and personal injury and liability assumed under insured contract. Lessor shall be included as an additional insured under this policy. If Lessee fails to maintain the insurance as set forth in this Agreement, Lessor shall have the right, but not the obligation, to purchase such insurance at Lessee's expense. This insurance shall apply as primary with respect to any other insurance or self-insurance program afforded to Lessor.

IN WITNESS WHEREOF, the City of Norfolk has caused this lease to be executed in its name and on its behalf by its proper officer or officers, duly authorized; and Girl Scout Council of Colonial Coast has caused the same to be signed in its name and on its behalf by its Executive Director duly authorized.

**CITY OF NORFOLK**

By: \_\_\_\_\_ (SEAL)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA,  
CITY OF NORFOLK, TO-WIT:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names are signed to the foregoing Lease Agreement, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

**APPROVED AS TO CONTENTS:**

\_\_\_\_\_  
Director of General Services

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Deputy City Attorney



**GIRL SCOUT COUNCIL OF COLONIAL  
COAST**

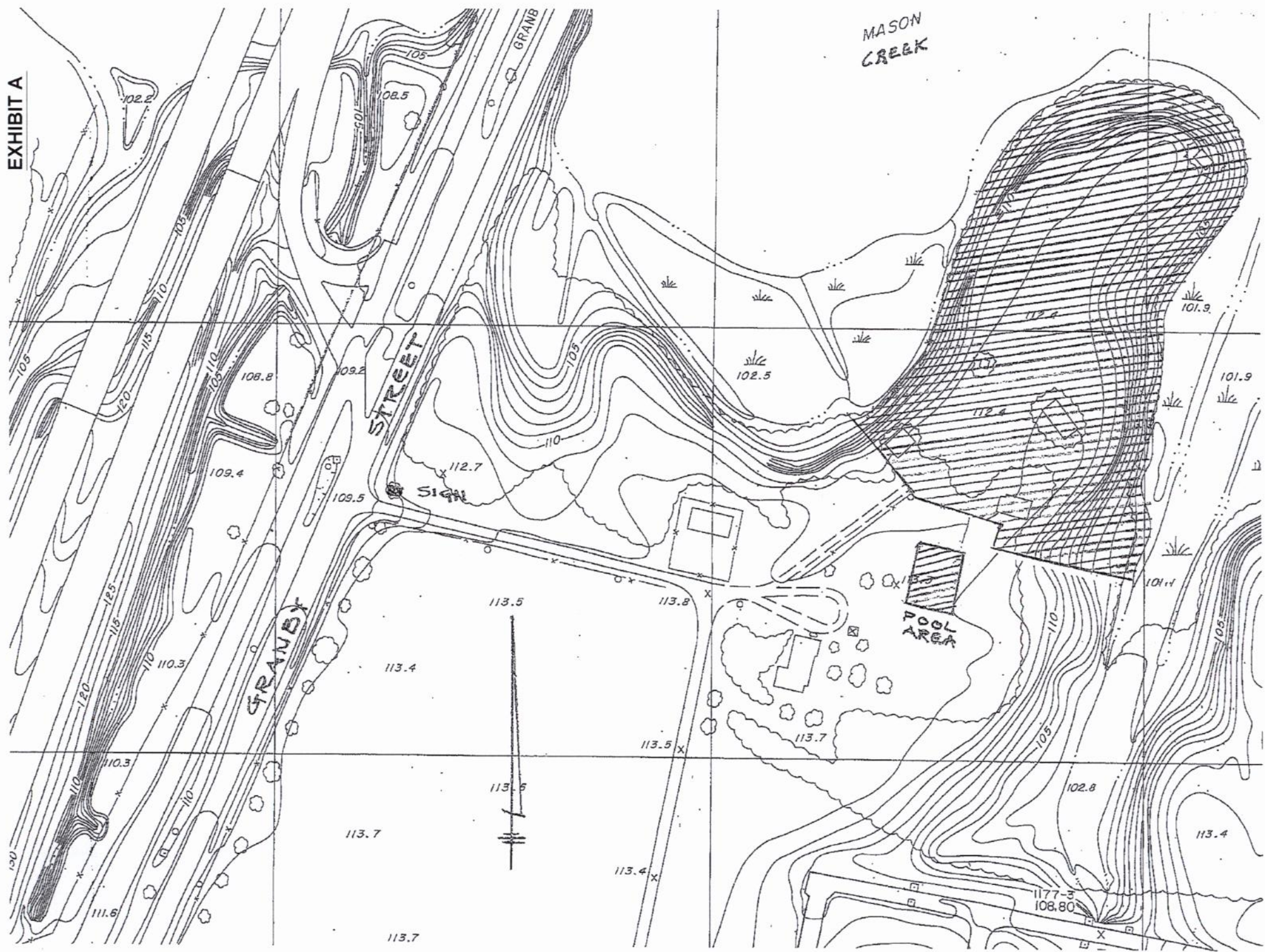
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**  
**CITY/COUNTY OF \_\_\_\_\_, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of \_\_\_\_\_, in the Commonwealth of Virginia, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ (Title) of Girl Scout Council of Colonial Coast, whose name is signed to the foregoing Lease Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_







## Swimming: Safety Activity Checkpoints



A longtime Girl Scout tradition, swimming is one of the many ways that girls develop athleticism, leadership and team-building skills. Whether swimming outdoors at camps and competitive events or in indoor pools, safety is one of the keys to having fun in the water. Girls and adults adhere to council requirements for swimming levels—in addition to the requirements of the organization you are working with—to participate in water activities. Consult a local organization such as your local parks and recreation department, YMCA, or American Red Cross for swimming lessons. To find a local pool or club for swimming to [swim.com](http://swim.com).

**Know where to go swimming.** Girl Scout camps, lakes, rivers, pools, and other camping facilities. Connect with your Girl Scout council for site suggestions.

**Include girls with disabilities.** Communicate with girls with disabilities and/or their caregivers to assess any needs and accommodations. Learn more about the resources and information that [Disabled Sports USA](http://DisabledSportsUSA.org) and [USA Swimming Disability Committee](http://USA Swimming Disability Committee) provide to people with disabilities.

### Swimming Gear

#### Recommended/Rescue Gear

- ☐ Bathing suit (a one-piece is usually less cumbersome than a two-piece)
- ☐ Waterproof sunscreen (SPF of at least 15) and lip balm
- ☐ Sunglasses
- ☐ Beach towel
- ☐ Dry clothing and sunglasses to wear after swimming
- ☐ Goggles, swim cap, and/or nose and ear plugs for girls who need them
- ☐ Participants who are weak swimmers wear a U.S. Coast Guard–approved life jacket (Type III recommended) that fits according to weight and height specifications. Inspect life jackets to ensure that they are in good condition and contain no tears. Read about Coast Guard life jackets [here](#).
- ☐ Reaching pole
- ☐ Ring buoy or throw bag with firmly attached line approximately 30 feet long
- ☐ Rescue tube



- ☐ Backboard
- ☐ At least one graspable and throwable personal flotation device (Type IV buoyant cushion or ring buoy or equivalent) is immediately available for each group on the water

#### Prepare for Swimming

- ☐ **Communicate with council and parents.** See the *Introduction to Safety Activity Checkpoints*.
- ☐ **Girls plan the activity.** See the *Introduction to Safety Activity Checkpoints*.
- ☐ **Arrange for transportation and adult supervision.** For the recommended adult-to-girl ratios See the *Introduction to Safety Activity Checkpoints*.
- ☐ **Ensure the presence of lifeguards.** One adult lifeguard (certified in American Red Cross Lifeguard Training plus Waterfront Lifeguard course or the equivalent) is present for every 10 swimmers, plus one watcher. *Exception for pools:* For swimming activities in public pools, hotel and cruise-ship pools, and backyard pools, the lifeguards are at least 16 years old and have American Red Cross Lifeguard Training certification or the equivalent. When girls are wading in water more than knee-deep, an adult with American Red Cross Basic Water Rescue certification or with documented experience according to your council's guidelines, as outlined in *Volunteer Essentials*.
- ☐ **Ensure the presence of watchers.** A watcher is a person who assists the group by watching the group for possible emergencies. Lifeguards and watchers are stationed at separate posts and stay out of the water, except in emergencies. An American Red Cross Lifeguarding Instructor or American Red Cross Water Safety Instructor (WSI) can provide training in Basic Water Rescue.

#### Swimming Lifeguards and Watchers Ratios

Number of Swimmers	Lifeguards	Watchers
1-10	1 adult (see exception for pools below)	1*
11-25	1 adult (see exception for pools below)	2*
26-35	2 persons, at least 1 is an adult; others may be 16 years of age or older.	3*
36-50	2 persons, at least 1 is an adult; others may be 16 years of age or older.	4*

\*Some states allow watchers to be under the age of 18, but in all states, they must be at least 16 years of age.

These numbers are a minimum. The ratio of lifeguards and watchers to swimmers may need to be increased depending on the number of girls in one area, swimming level and ability, girls with varying abilities, age level and ability to follow instructions, type of swimming activity (instruction, recreation), type of swimming area, weather and water conditions, and rescue equipment available. If you are unsure whether your swimming lifeguards and watchers ratios are sufficient, be sure to contact your council.

- ☐ **Ensure participants are able to swim.** Participants' swimming abilities are classified and clearly identified (for instance, with colored headbands to signify beginners, advanced swimmers, etc.) at council-approved sites, or participants provide proof of swimming-test certification. In the absence of swimming-test certification, a swim test is conducted before or on the day of the activity. Consult with your Girl Scout council for additional guidance.

**Note:** For backyard pools the homeowners' liability insurance is primary in the event of an accident, and should therefore be notified before any other insurance company.



- ☐ **Assess safety of swimming site.** Whether using council-owned or -operated swimming sites or using public, loaned, or donated facilities, the swimming site posts that its water quality passes the local health-department tests and sanitation regulations. In addition:

For pools:

- Pool water depths are clearly marked, and shallow areas are marked "no diving." Diving areas are separate from other swimming areas.
- The facility makes periodic maintenance checks. Maintenance requests and repairs are documented, and records are retained.
- Water pH and chlorine are tested and maintained at safe levels. Tests are documented, and records are retained.
- The decks around the pool are kept clean and clutter-free.
- The surrounding fence and gate or doors are locked when the pool is unsupervised.

For beach and other waterfront areas:

- Hazards are eliminated or clearly marked.
- Girls are instructed to avoid strong currents, sharp drop-offs, quicksand bottoms, rough surf, and other potentially dangerous conditions.
- As best as can be determined, the water is free of dangerous marine life.
- The bottom is relatively free of debris, sharp stones, and shells.
- Swimming, diving, and small-craft areas are separate. They are clearly marked or roped off or both.

- ☐ **Follow sliding safety rules\*.** The following rules are respected for activities that include slides:

- A watcher signals that the next person may slide when the landing area is clear.
- Only one person may be on the slide at a time.
- Girls slide in a sitting position, never headfirst.
- The landing area is off-limits to other swimmers.
- The water in the slide landing area is at least 4 feet deep.

- ☐ **Follow diving-area safety rules\*.** The following rules are respected for activities that include diving:

- The diving area is divided from the swimming area by a buoyed line.
- The water in the landing area is a minimum of 10 feet deep for recreational diving boards. The boards are usually 12 to 14 feet long and less than 3 feet above the water's surface.
- The water in the landing area is a minimum of 12 feet deep for competitive diving boards. The boards are usually 16 feet long and 3 to 10 feet above the water's surface.
- Diving is restricted to water of sufficient depth and checked in advance for submerged obstructions. Diving is prohibited in waters of unknown depth and conditions.
- Recreational divers do not manipulate the adjustable fulcrum on the springboards. During recreational swimming periods, the adjustable fulcrum is locked in a fixed position, preferably in its most forward position, to reduce the spring of the board.
- The maximum water depth extends 10 feet on each side of the center line of the board. If tides, drought, and similar forces affect the water depth, it is checked each time before diving is permitted.
- Girls do not dive off the side of the board.

- ☐ **Follow water-park safety rules\*.** When participating in water activities at water parks, adults and girls must:

- Read and follow all park rules and the instructions of lifeguards.
- Know their physical limits. Observe a water ride before going on.
- Not dive. Always know the depth of the water before wading in.
- Not run. Most minor injuries at water parks are caused by slips and falls.
- Use extra care on water slides. They cause a significant number of injuries. See "Follow sliding safety standards" outlined above.
- In wave pools, stay away from the walls.



- ☐ **Prepare for emergencies.** Ensure the presence of a waterproof first-aid kit and a first-aider with a current certificate in First Aid, including Adult and Child CPR or CPR/AED, who is prepared to handle cases of near-drowning, immersion hypothermia, and sunburn. If any part of the activity is located 30 minutes or more from emergency medical services, ensure the presence of a first-aider with Wilderness First Aid. See *Volunteer Essentials* for information about first-aid standards and training.
- ☐ **Compile key contacts.** See the *Introduction to Safety Activity Checkpoints*.

#### On the Day of Swimming

- ☐ **Get a weather report.** If swimming outdoors, never swim on a stormy day. On the day of the activity, consult [weather.com](http://weather.com) or other reliable sources to assess temperature and weather and water conditions. If weather conditions prevent the trip, be prepared with a backup plan or alternative activity.
- ☐ **Safeguard valuables.** Don't leave personal belongings and valuables unattended in a public place.
- ☐ **Use the buddy system.** See the *Introduction to Safety Activity Checkpoints*.
- ☐ **Be prepared in the event of a storm with lightning.** Exit water immediately, and take shelter away from tall objects (including trees, buildings, and electrical poles). Find the lowest point in an open flat area. Squat low to the ground on the balls of the feet, and place hands on knees with heads between them. During storms, if shore cannot be reached, keep a sharp lookout for boats and other obstructions.
- ☐ **Keep track of girls' whereabouts.** In a controlled waterfront, a checkboard system is used to indicate which girls are in the water and in which swimming area. In crowded areas, a color system is used for identification (for example, non-swimmers, novice swimmers, and skilled swimmers each have a wristband, hair band, or other marker of a different color).
- ☐ **Monitor time in water.** The length of a swimming period is determined by the swimmer's condition and comfort, weather conditions, and water temperature. Generally, 30-minute swimming periods are sufficient.
- ☐ **Respect basic swimming rules and safety precautions.**
  - Girls do not dive into above-ground pools, shallow areas, etc.
  - Girls swim in supervised areas only.
  - Girls swim only during daylight hours or in a well-lit pool at night.
  - Girls do not swim immediately after eating, when overheated, or when tired.
  - Girls swim at a safe distance from any diving board.
  - Electrical appliances are not used in or near swimming areas.
  - Bottles, glass, and sharp objects are not allowed in swimming area.
  - An emergency telephone is available, whenever possible.
  - Drink water to avoid dehydration.

#### Swimming Links

- **American Red Cross Swimming and Water Safety program:** [www.redcross.org/portal](http://www.redcross.org/portal)⇒Preparing and Getting Trained⇒Get Trained⇒Swimming and Water Safety⇒Learn to Swim
- **Swim America:** [www.swimamerica.org](http://www.swimamerica.org)
- **USA Swimming:** [www.usaswimming.org](http://www.usaswimming.org)
- **YMCA Safety Around Water:** <http://www.ymca.net/watersafety>

#### Swimming Know-How for Girls

- **Learn swimming strokes.** To learn more about the different swimming strokes visit [enjoy-swimming.com](http://enjoy-swimming.com).
- **Create swimming games.** Marco Polo and Find the Penny are popular swimming games.

**\*These checkpoints must be reviewed with the vendor and/or facility, when appropriate.**



EXHIBIT B TO  
ORDINANCE

